

**STATE OF LOUISIANA  
LOUISIANA ECONOMIC DEVELOPMENT**

**REQUEST FOR PROPOSALS  
FOR**

Developing and Executing a Strategic Marketing and Communication  
Program for Louisiana Economic Development

**RFP #:251008-25211087**

**PROPOSAL DUE DATE/TIME:**

FRIDAY, MAY 20, 2011, 4:30 P.M. CST

**APRIL 17, 2011**

## **TABLE OF CONTENTS**

### **1 GENERAL INFORMATION**

- 1.1 Purpose
- 1.2 Background
- 1.3 Scope of Services
  - 1.3.1 Components
  - 1.3.2 General Requirements for All Services

### **2 ADMINISTRATIVE INFORMATION**

- 2.1 Term of Contract
- 2.2 Pre-Proposal Conference
- 2.3 Proposer Inquiries
- 2.4 Definitions
- 2.5 Schedule of Events

### **3 PROPOSAL INFORMATION**

- 3.1 Minimum Qualifications of Proposer
- 3.2 Additional Criterion
- 3.3 Determination of Responsibility
  - 3.3.1 Right to Prohibit Award
- 3.4 RFP Addenda
- 3.5 Waiver of Administrative Informalities
- 3.6 Proposal Rejection/RFP Cancellation
- 3.7 Withdrawal of Proposal
- 3.8 Subcontracting Information
- 3.9 Ownership of Proposal
- 3.10 Proprietary Information
- 3.11 Cost of Preparing Proposals
- 3.12 Errors and Omissions in Proposal
- 3.13 Contract Award and Execution
- 3.14 Code of Ethics

### **4 RESPONSE INSTRUCTIONS**

- 4.1 Proposal Submission
- 4.2 Proposal Format
- 4.3 Cover Letter
- 4.4 Technical and Cost Proposal
- 4.5 Certification Statement

### **5 PROPOSAL CONTENT**

- 5.1 Executive Summary
- 5.2 Corporate Background and Experience
- 5.3 Proposed Project Staff
- 5.4 Approach and Methodology
  - 5.4.1 Examples of Past Work
- 5.5. Cost Information

## **6 EVALUATION AND SELECTION**

- 6.1 Evaluation Team
- 6.2 Administrative and Mandatory Screening
- 6.3 Clarification of Proposals
- 6.4 Oral Presentations/Further Discussion May Be Required
- 6.5 Evaluation and Review
  - 6.5.1 Selection Procedure
- 6.6 Announcement of Contractor

## **7 SUCCESSFUL CONTRACTOR REQUIREMENTS**

- 7.1 Corporation Requirements
- 7.2 Billing and Payment
- 7.3 Confidentiality

## **1 GENERAL INFORMATION**

### **1.1 Purpose**

This Request for Proposal is issued by Louisiana Economic Development, or LED, for the purpose of developing and executing a strategic marketing and communication program for LED.

### **1.2 Background**

Louisiana Economic Development is responsible for promoting Louisiana as a location for retaining, expanding and locating domestic and international business operations.

LED's Marketing and Communication Division oversees and manages all facets of the LED brand, while also building awareness of Louisiana's economic development opportunities and achievements through targeted visual and written communication. LED's specific purpose for engaging in these communication and marketing activities is to generate legitimate inquiries from responsible sources and to create a favorable image of Louisiana as a place in which to live, work and do business.

LED will entertain Proposals from marketing, communication and branding agencies, and consortia organized for the purpose of submitting a Proposal for the LED marketing and communication account.

### **1.3 Scope of Services**

Through this RFP, LED seeks to identify a single or multiple Contractors who will help LED achieve its objectives through the creation and execution of marketing initiatives and communication strategies. The purpose of dividing the work into components is to provide the state greater access to the most creative, innovative and efficient Proposers. The three components allow prospective Contractors the flexibility to submit one Proposal in response to a single component or to submit individual Proposals for each component they wish to be considered. A Proposer must submit separate Proposals for each component for which they wish to be considered.

It is understood that there will be overlap among tasks that will fall within each component. The Contracts will be non-exclusive, and LED reserves the right to otherwise provide or Contract for any of these services via some other source and award multiple Contracts to one component.

The amount allocated to any one component or any one Contractor will be determined during Contract negotiations, and each Contract will reflect a maximum amount payable under the Contract. However, all payments will be based on actual work performed, in accordance with the process for approval of projects.

Services will be requested by LED on an as-needed basis through a Task Order. Proposer will then submit a Project Plan including a plan for execution of the task, proposed staffing, estimated costs (inclusive of Contractor costs and external costs) and other pertinent details. Services are not compensable unless approved by LED. LED may issue standing Task Orders or approvals for repetitious or standard tasks.

#### **1.3.1 Components**

##### **Component 1: Strategic Development / Brand Identity**

The Contractor, or Contractors, selected for Component 1 will be the lead agency for the creative development and implementation of a comprehensive, research-based marketing and communication plan strategically designed to create a favorable image of the State as a place in which to live, work and do business. The campaign shall integrate any approved initiatives that further the objectives as set forth herein.

The Contractor, or Contractors, selected for Component 1 may be required to perform some or all of the following duties:

- 1. "A" Services (compensated by media commission\*)**
  - a. Analyze the advertising and marketing needs of LED

- b. Maintain all graphic standards and visual identity of LED
- c. Develop an overall marketing strategy and brand plan
- d. Research, develop, manage and execute an in-state, national and international paid media strategy, plan and schedule
- e. Verify and pay media, production and vendor invoices on behalf of LED
- f. Supervise all services listed above

**2. “B” Services (compensated hourly)**

**Creative Services and Supervision**

- a. Develop concepts, themes, layouts, messaging and copy for print and broadcast ads
- b. Prepare finished copy for advertisements, high-quality presentations, films, DVDs and videos as directed
- c. Prepare mock-ups and finished layouts for the above items
- d. Acquire professional photography and other materials required to execute above items
- e. Design and conduct direct mail programs
- f. Design and supervise production of trade show booths, presentations, DVDs, films, videos, radio spots and other electronic art and materials
- g. Conduct other marketing and communication-related programs and project management services as requested to support a small internal staff

**Production Services**

- h. Design, supervise production and assist with approval process for ready-to-print artwork for all marketing pieces.
- i. Coordinate and supervise printing services (not to exceed 20% of the Contract total)

**Administrative Services**

- j. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials
- k. Prepare invoices and billing for all marketing activities
- l. Supervise all services listed above

*\*Media commission is defined as the percentage of the total gross charges (inclusive of discounts) levied by media for advertising placed by the agency.*

**Component 2: External Communication**

The Contractor, or Contractors, selected for Component 2 will be the lead agency for the development and execution of a strategic, in-state and national external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.

The Contractor, or Contractors, selected for Component 2 may be required to perform some or all of the following duties:

**1. “B” Services (compensated hourly)**

**External Communication Services and Supervision**

- a. Assist with execution of active and responsive strategic PR program for both in-state and national outreach
- b. Plan and implement media tours / events / project announcements
- c. Prepare finished copy for talking points, briefing documents, speeches, high-quality presentations and announcements
- d. Develop, design and conduct special promotions
- e. Coordinate and direct logistics of special events and conferences
- f. Maintain media tracking services

- g. Work with appropriate staff on crisis/emergency management
- h. Conduct other external communication-related programs and project management services as requested to support a small internal staff

#### **Administrative Services**

- a. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials
- b. Prepare invoices and billing for all marketing activities
- c. Supervise all services listed above

### **Component 3: Interactive and Digital Communication Tools**

The Contractor, or Contractors, selected for Component 3 will be the lead agency for the enhancement, development, design, integration and support for LED's existing website

(<http://www.OpportunityLouisiana.com> OR [www.LouisianaEconomicDevelopment.com](http://www.LouisianaEconomicDevelopment.com)), including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media).

The Contractor, or Contractors, selected for Component 3 may be required to perform some or all of the following duties:

#### **1. "A" Services (compensated by media commission)**

- a. Research, develop and manage an in-state, national and international online paid media strategy, plan and schedule
- b. Execute online advertising placement plan and schedule
- c. Verify and pay media, production and vendor invoices on behalf of LED
- d. Supervise all services listed above

#### **1. "B" Services: (compensated hourly)**

##### **Interactive Services and Supervision**

- a. Analyze LED's website needs, including front-end and back-end support and integration, content management and future site upgrades and enhancements to LED website (includes mobile optimized site), portals, databases and web applications
- b. Implement turnover plan with current Contractor regarding web hosting service (Rackspace) and/or port entire website (and all ancillary websites) from current web hosting service to Contractor's web hosting service, if Contractor recommends new hosting service, which must be approved by LED; quality assurance testing, problem resolution if discovered and launch
- c. Prepare and execute a website facelift plan based on research or analysis to assess target market response to evolving site technology, navigation and usability and propose corrective action
- d. Maintain and supervise Search Engine Optimization best practices and standards
- e. Maintain current, robust Content Management System or recommend equivalent system with similar capabilities to ensure site monitoring/updating, exporting data and CMS navigation is easy to perform by LED staff
- f. Execute and supervise a maintenance and content management plan
- g. Prepare finished copy for website
- h. Prepare mock-ups and finished layouts for the above items
- i. Adhere to code and style standards:
  - i. Ensure code and style elements added to website are W3C compliant for cross browser compatibility with Internet Explorer v. 7-8, Firefox v. 3.5-4.0, Chrome v. 8-10, v. Opera 10-11 and Safari. Provide access to spiders that index and inform search engines like Google and Yahoo;

- ii. Coding to standards that include HTML version 4.01 Strict and XHTML 1.0 Strict or Transitional. Adhering to Cascading Style Sheet (CSS) standards that include CSS1, CSS2 and CSS3;
  - iii. Ensure code and style compliance with mobile version of browsers, such as Android Mobile OS, Blackberry, Apple iPhone Safari Opera, Apple iPad and Microsoft CE or other current mobile versions
- j. Bring the website and all ancillary sites, including legacy code into compliance with provisions in Section 508 of the U.S. Rehabilitation Act covering electronic and information technology accessibility standards that address the needs of blind and optically challenged individuals
- k. Provide LED all web statistics, as requested, and archive all reports and statistics for future diachronic analysis and trend analysis
- l. Analyze current web hosting service to ensure Tier 3 compliance and/or recommend appropriate and cost effective professional Tier 3 web hosting options addressing: scalability, peak traffic, stability, uptime, facility reputation, years in business, number of clients, backup power and data circuits, fire suppression technology, physical security, on-line security, backup and recovery options, business continuity planning and time to recover from complete server destruction
- m. Provide web hosting data center's Service Level Agreement (See Sample Contract, Attachment D, Section II)
- n. Develop a strategic plan for digital communication tools to expand LED's marketing reach to its target audiences
- o. Design and supervise production of integrated digital communication tools, such as mobile apps, tablet apps, social media, e-readers and e-mail marketing
- p. Recommend, implement and leverage social media tools to build an online community and communicate Louisiana's opportunity message
- q. Design, execute and supervise creation of mobile ("native") app
- r. Conduct other external communication-related programs and project management services as requested to support a small internal staff

#### **Administrative Services**

- a. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials
- b. Prepare invoices and billing for all marketing activities
- c. Supervise all services listed above

#### **Technical Services and Requirements**

Any enhancement, development, design, integration and support, should include, but not be limited to, providing well-tested, production-ready and working digital communication tools and interactive environment, including LED's website, related portals, content management tools, applications and databases (See ATTACHMENT C for current technical environment specifics). The Contractor must also:

- a. Provide all business requirements documentation
- b. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software
- c. Maintain LED department and technical standards in all work performed for the State
- d. Provide training (in-person training if requested) to appropriate LED staff for maintenance and content management functions
- e. Produce written manual with directions for performing basic and regular maintenance items on website and digital communication tools
- f. Provide 24-hour support for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools, seven days a week during the Contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal

business hours. NOTE: The website is currently housed on an off-site, secure server maintained by current Contractor for LED.

Support is to include, but is not limited to, all planning, proposed development, enhancement and deployment strategies, compiling lists of errors, and correcting known bugs and errors. Training is to include the transfer of skills and knowledge in both verbal (in person) and written form to LED staff.

All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request.

The Contractor will provide development, design, enhancement, integration and support for any changes to the above systems mandated by legislation and/or administrative regulation. In each of these areas, the Contractor will provide skills and knowledge transfer to LED staff as appropriate.

### **1.3.2 General Requirements for All Services**

1. Contractor's hourly rates will be inclusive of all work performed for "B" services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources. No Contractor charges above the hourly rate will be accepted.
2. External costs are included in the maximum amount payable under the Contract, and will be reimbursable only when included in a Project Plan and approved by LED. Reimbursable external costs may include: third-party Contract services, acquisition of specialized equipment or supplies deemed necessary solely for LED account, travel expenses, and other costs LED deems necessary to provide requested services. Contractor must make good-faith effort to obtain such services and goods at the lowest available cost for the quality required and on commercially reasonable terms favorable to LED, and shall invoice LED at cost, without any markup.
3. Travel expenses will be reimbursed in accordance with State travel regulations as set forth in Louisiana Division of Administration Policy and Procedure Memorandum 49.
4. Printing services must be procured in accordance with State printing procedures, La. R.S. 43:1 et seq.
5. Promotional items, equipment and supplies must be procured in accordance with State procurement procedures, LA R.S. 39:1551 et seq.

## **2 ADMINISTRATIVE INFORMATION**

### **2.1 Term of Contract**

The period of any Contract resulting from this RFP is tentatively scheduled to begin July 1, 2011 and continue through June 30, 2012, with provision with provision for up to two renewals, each for a one year term, at the option of LED.

### **2.2 Pre-Proposal Conference**

NOT APPLICABLE FOR THIS SOLICITATION

### **2.3 Proposer Inquiries**

**Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.**

**Stephanie Roussel**

Marketing Officer

Marketing & Communication Division

Louisiana Economic Development



Mailing: 1051 North Third Street  
Room 229, 2<sup>nd</sup> Floor  
Baton Rouge, LA 70802

Telephone: 225.342.5396  
E-mail: [sroussell@la.gov](mailto:sroussell@la.gov)  
Website: [OpportunityLouisiana.com](http://OpportunityLouisiana.com)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. **Written inquiries must be received by 4:30 p.m. CST on the date specified in the Schedule of Events (Monday, May 2).** The State reserves the right to modify the RFP schedule should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by Friday, May 6 on <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and [OpportunityLouisiana.com/RFP](http://OpportunityLouisiana.com/RFP).

Only the RFP Coordinator has the authority to officially respond to Proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## 2.4 Definitions

- Contract Monitor – The secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Contract, to act as LED's representative and liaison between LED and the other parties and to monitor the achievement of the goals and objectives of the Contract.
- Contract – A written agreement between LED and a Contractor, executed in accordance with State law, for the provision of services as described in this RFP.
- Contractor – A firm or individual who is awarded a Contract pursuant to this RFP.
- LED – the Louisiana Department of Economic Development
- Media Commission – defined as the percentage of the total gross charges (inclusive of discounts) levied by media for advertising placed by the agency.
- RFP – A request for Proposal.
- Performance Measures – means the achievement of the goals and objectives of the agreement
- Project Plan – a response to a Task Order issued by LED to include all details, costs, timelines and elements of a project
- Proposal – A response to this RFP.
- Proposer – A firm, consortium or individual who responds to this RFP.
- Secretary – means the secretary of Louisiana Economic Development
- Shall, Must or Will – Denotes mandatory language; a requirement that must be met without alteration.
- Should, Can or May – Denotes desirable, non-mandatory language.
- State – the State of Louisiana
- Task Order – a request made by LED for a specific project; Contractor shall respond with project plan

## 2.5 Schedule of Events

### Event

Advertise RFP and list on LaPAC  
Deadline for receipt of written inquiries  
Issue responses to written inquiries  
Deadline for receipt of Proposals

### Date

Sun./Mon., April 17/18  
Monday, May 2  
Thursday, May 5  
Friday, May 20

Finalists Presentation (if applicable)	Mon./Tues., June 13/14
Announce award of Contractor selection	Wednesday, June 15
Contract execution	July 1

*NOTE: LED reserves the right to change this schedule of RFP events, as it deems necessary.*

### **3 PROPOSAL INFORMATION**

#### **3.1 Minimum Qualifications of Proposer**

**The Proposer must meet minimum qualifications for each individual component for which it wishes to be considered.**

1. A Proposer must be capable (through its own staff or through specified arrangements with third-party Contractors) to perform the following services for each component it wishes to be considered.

##### **Component 1: Strategic Development / Brand Identity**

- a. Strategic planning
- b. Creative development
- a. Consumer research/testing
- b. Paid media research, buying and management
- c. Project management
- d. Account service and management
- e. Accounting

##### **Component 2: External Communication**

- a. Public relations planning and management
- b. Special event coordination (in-state and national)
- c. Project management
- d. Account service and management
- e. Accounting

##### **Component 3: Interactive and Digital Communication Tools**

- a. Strategic planning
- b. Creative development
- c. Website development and management
- d. Digital communication tools development and management
- e. SEO planning and management
- f. Consumer research/testing
- g. Paid media research, buying and management
- h. Project management
- i. Account service and management
- j. Accounting

2. To provide the immediate response time and in-person meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the Contract, or provide certification it can provide equivalent services in a different manner. Proposer must be able to staff the office with key account personnel that are available for in-person meetings, quick project turnaround and senior-level decision making.

3. Proposer must certify it will provide 24-hour support, seven days a week for the website, including related databases, portals, content management tools, web applications and related systems, and digital communication tools during the Contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal business hours. Note: Contractor must ensure designated LED staff can perform any and all changes to the website within reason.
4. Proposers must meet all of the above requirements to be considered.

### **3.2 Additional Criterion:**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in Contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (**LaVet**) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Small Entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Proposers are encouraged to use Veteran and Hudson Initiative small entrepreneurship where sub-Contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who have made a good faith effort to use one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative Small Entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative Small Entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a current list of Hudson Initiative Small Entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Smaller".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative Small Entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the Proposer in writing no less than five (5) working days prior to the date of Proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

Proposers that plan to use certified small entrepreneurship should include in their Proposal the names of their certified Veteran Initiative or Hudson Initiative Small Entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract. If a certified Veteran Initiative or Hudson Initiative Small Entrepreneurship was not selected, the Proposer should provide written justification of the selection process.

Proposers that plan to use certified small entrepreneurship should provide documentation to demonstrate their good faith subcontracting effort (i.e., phone logs, fax transmittal logs, letters, e-mails) in order to receive any reserved points.

In the event questions arise after an award is made relative to the Proposer's good faith efforts, the Proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Contractor did not in fact perform its good faith subcontracting plan, the Contract award or the existing Contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative Small Entrepreneurship subcontractor or distributor participation and the dollar amount of each. Proposer's should send such information with the Proposer's bid or Proposal to the agency at the address shown in paragraph 4.1 on page 12 of this RFP.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://www.legis.State.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at <http://www.legis.State.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

### **3.3 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. LED must find that the selected Proposer:

- a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- c. Is able to comply with the proposed or required time of delivery or performance schedule;
- d. Has a satisfactory record of integrity, judgment and performance; and
- e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their Proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the Contracted services.

#### **3.3.1 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding Contracts after August 15, 2010, any public entity is authorized to reject a Proposal or bid from, or not award the Contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a Contract or bid awarded under the laws governing public Contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### **3.4 RFP Addenda**

LED reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and <http://www.OpportunityLouisiana.com/RFP>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

### **3.5 Waiver of Administrative Informalities**

LED reserves the right, at its sole discretion, to waive administrative informalities contained in any Proposal.

### **3.6 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way constitutes a commitment by LED to award a Contract. LED reserves the right to accept or reject, in whole or part, all Proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.7 Withdrawal of Proposal**

A Proposer may withdraw a Proposal that has been submitted at any time up to the date and time the Proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

### **3.8 Subcontracting Information**

The State shall have a single prime Contractor, or multiple prime Contractors, as the result of any Contract negotiation, and that prime Contractor, or Contractors, shall be responsible for all deliverables specified in the RFP and Proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, subject to LED approval, if it is expressly written in the Proposal. However, Proposers should acknowledge in their Proposals total responsibility for the entire Contract.

If a Proposer seeks to collaborate with other business entities or individuals in a Proposal, the Proposer must submit the written agreements that describe that collaboration, including the nature of the relationship (e.g., Contractor/subcontractor, partnership, joint venture, consortium) and an explanation of the division of duties, billing and payment arrangements, lines of communication and account management. LED will require the appointment of a single point of contact for any such collaboration.

If the Proposer intends to subcontract for portions of the work, the Proposer must identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP is also required for each subcontractor. The prime Contractor shall be the single point of contact.

Unless provided for in the Contract with the State, the prime Contractor shall not Contract with any other party for any of the services herein contracted without the express prior written approval of the State.

**A Company Background Information sheet (ATTACHMENT B) must be completed for all Contractors and subcontractors.**

### **3.9 Ownership of Proposal**

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a Proposal does not affect this right.

### **3.10 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a Proposal identified as such must be clearly marked in the Proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.11 Cost of Preparing Proposals**

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a Contract. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **3.12 Errors and Omissions in Proposal**

The State will not be liable for any errors in Proposals. The State reserves the right to make corrections or amendments due to errors identified in Proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers.

### **3.13 Contract Award and Execution**

LED reserves the right to award and enter into a Contract without further discussion, based on the Proposals as submitted.

LED reserves the right to Contract for all or a partial list of services offered in the Proposal.

The RFP and Proposal of the selected Proposer shall become part of any Contract initiated by LED.

The selected Proposer shall be expected to enter into a Contract that is substantially the same as the sample Contract included in Attachment IV. In no event shall a Proposer submit its own standard Contract terms and conditions as a response to this RFP. The Proposer must submit with its Proposal any exceptions or Contract deviations (including exact language proposed) that it wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the Contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the Contract within 5 business days of delivery for execution, LED may elect to cancel the award and award the Contract to the next-highest-ranked Proposer.

### **3.14 Code of Ethics**

Proposers are responsible for determining that submission of a Proposal, entering into a Contract, and performing services there under, will not violate the Louisiana Code of Governmental Ethics (La.R.S.42:1101 et seq., <http://www.ethics.state.la.us/Pub/Laws/Title42Ch15.pdf>, as administered by the Louisiana Board of Ethics.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Firms/individuals who are interested in providing services requested under this RFP must submit a Proposal containing the information specified in this section. The Proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:30 p.m. CST on the date specified in the Schedule of Events (Friday, May 20). FAX or e-mail submissions are not acceptable. Proposers mailing their Proposals should allow sufficient mail delivery time to ensure receipt of their Proposal by the time specified. The Proposal package must be delivered at the Proposer's expense to:

#### **Stephanie Roussel**

Marketing Officer  
Marketing & Communication Division  
Louisiana Economic Development

Mailing: 1051 North Third Street  
Room 229, 2<sup>nd</sup> Floor  
Baton Rouge, LA 70802

Telephone: 225.342.5396  
E-mail: [sroussel@la.gov](mailto:sroussel@la.gov)  
Website: [OpportunityLouisiana.com](http://OpportunityLouisiana.com)

For courier delivery, the street address is 1051 North Third Street, Room 229, 2<sup>nd</sup> Floor, Baton Rouge, LA 70810 and the telephone number is 225.342.5396. It is solely the responsibility of each Proposer to ensure that their Proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that one (1) original and five (5) of copies of its Proposal (a separate Proposal must be submitted for each Component the Proposer wishes to be considered) be submitted to the RFP Coordinator at the address specified. At least one copy of the Proposal should contain original signatures of those company officials or agents duly authorized to sign Proposals or Contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation. The copy of the Proposal with original signatures will be retained for incorporation in any Contract resulting from this RFP.

#### **4.2 Proposal Format**

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

#### **4.3 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

#### **4.4 Technical and Cost Proposal**

Proposals should be submitted as specified in Section 5.0, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

#### **4.5 Certification Statement**

The Proposer must sign and submit the Certification Statement shown in ATTACHMENT A.

### **5.0 PROPOSAL CONTENT**

The following items must be submitted for each individual component, meaning Proposer must provide each item (executive summary, corporate background experience, etc.) for each component the Proposer is bidding on. Different items required for each component are noted in their respective section.

(NOTE: AN ORIGINAL (1) AND FIVE (5) COPIES OF ALL WRITTEN MATERIAL ARE REQUIRED)

#### **5.1 Executive Summary**

##### **Items to Include:**

1. Name of Proposer (if consortium, names of consortium members), with addresses, phone and fax numbers, e-mail addresses and web addresses. Include an agreement that this Proposal is valid for a time period of at least 90 days from the date of submission.
2. Identify which component this Proposal is for.
3. Brief statement (no more than 200 words) of why the Proposer feels it should be considered for the LED account and how the Proposer feels it can raise awareness and change perception of Louisiana as a place to do business.
4. Positive Statement of compliance with the minimum qualifications and Contract terms. If the Proposer cannot comply with any of the Contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment III Sample Contract, and submit whatever exceptions or exact Contract modifications that its firm may seek. While final wording will be resolved during Contract negotiations, the intent of the provisions will not be substantially altered.
5. The Proposer must sign and submit the Certification Statement shown in Attachment A.

#### **5.2 Corporate Background and Financial Condition**

**Items to Include:**

1. Notarized Statement of Proposer's (if consortium, then consortium members') media and production (and other categories such as public relations – if significant) billings for each of the past two years. Indicate the geographic location (city/state/country) of the largest and smallest account each year.
2. List of all clients Proposer has worked with over the last two years, specifically highlighting those clients that are: other state, regional or national government agencies, any clients that could seek business relationships with LED, and any state, regional or national economic development organizations.
3. Financial statement or letter of good standing from Proposer's principal bank.
4. Four credit references.
5. Description of capabilities/facilities for:
  - a. **Component 1:** production of copy, finished art, graphics, etc.; providing editorial services for all marketing pieces, including research.
  - b. **Component 2:** production of copy, press releases, PR plans, etc.; providing coordination and on-site support for special events, as well as clipping services and media tracking services.
  - c. **Component 3:** production and development of apps, e-marketing, websites, etc.; providing back-end and front-end support for all interactive environments and digital communication tools, including analytics.

**5.3 Proposed Project Staff****Items to include:**

1. Number and names of Proposer's personnel by function (creative, production, media, accounting, administration, etc.). Include organization chart.
2. Names of key personnel to be assigned to the LED account and brief professional background of each. (NOTE: LED HAS FINAL APPROVAL OF PERSONNEL ASSIGNED TO ITS ACCOUNT)

**5.4 Creativity, Strategic Approach and Effectiveness****5.4.1 Examples of Past Work****Items to Include:**

1. **Component 1: Strategic Development / Brand Identity**
  - a. Samples (up to four) of what the Proposer considers to be its best print advertising campaign. Ads must have actually run; publication name and run date required; maximum 1 paragraph objective or description required; maximum 1 paragraph description of results and metrics used to track success of campaign required. Only one original copy of each required; may submit printout or duplicate of ad if submitting more than one copy.
  - b. Samples (up to four) of what the Proposer considers to be its best printed promotional pieces. Pieces must have been produced; distribution vehicle and date information required; maximum 1 paragraph objective or description required; maximum 1 paragraph description of results and metrics used to track success of pieces required. Only one original copy of each required; may submit printout or duplicate if submitting more than one copy.



- c. Samples (up to four) of what the Proposer considers to be its best television or DVD production. Submission should be in DVD format. Maximum 1 paragraph objective or description required; maximum 1 paragraph description of results and metrics used to track success of production required. Only one original copy of each required; may submit printout or duplicate if submitting more than one copy.

## **2. Component 2: External Communication**

- a. Samples (up to four) of what the Proposer considers to be its best public relations campaign; Campaigns must have been completed by Proposal date; distribution vehicle and date information required; maximum 1 paragraph objective or description required; maximum 1 paragraph description of campaign results and metrics used to track success of campaign required. Only one original copy of each required; may submit printout or duplicate if submitting more than one copy.
- b. Samples (up to four) of what the Proposer considers to be its best special event (in-state and/or national). Events must have been coordinated and/or executed by the Proposer; maximum 1 paragraph objective or description required; maximum 1 paragraph description of results and metrics used to track success of campaign required. Only one original copy of each required; may submit printout or duplicate if submitting more than one copy.

## **3. Component 3: Interactive and Digital Communication Tools**

- a. Samples (up to four) of what the Proposer considers to be its best approach and methodology for website development or a digital communication tool. Maximum one paragraph objective or description required. Maximum one paragraph of results and metrics used to track success required. Only one original copy required; may submit printout or duplicate if submitting more than one copy.
- b. Samples (up to four) of what the Proposer considers to be its best website design, website copywriting or electronic marketing work. Maximum one paragraph objective or description required. Maximum one paragraph description of metrics used to track success required. Only one copy of each required; may submit printout or duplicate if submitting more than one copy.
- c. Samples (up to four) of what the Proposer considers to be its best digital communication tool design or support (e.g., mobile app, tablet app, mobile optimized site, Twitter account, Blog, e-newsletter, e-blast). Maximum one paragraph objective or description required. Maximum one paragraph description of metrics used to track success required. Only one original copy required; may submit printout or duplicate if submitting more than one copy.

## **5.5 Cost Information**

### **Items to include:**

### **Component 1: Strategic Direction / Brand Identity**

- a. **Proposer's hourly, blended charges for each of the following "B" Services:**
  - a. Administrative Services (Includes non-supervisory services, such as clerical, client administrative, delivery/runs, etc.)
  - b. Creative Services (Includes non-supervisory services, such as copywriting, creative concept, design and layout, illustration, storyboard, proofreading, etc.)
  - c. Creative Supervision

- d. Production Services (Includes supervisory and non-supervisory production services, such as general bids and estimates, press checks, production management, etc.)

*Hourly rates listed in response to the above may be decreased in any Contract entered into as a result of this RFP, including the original Contract and renewals, but shall not be increased.*

**b. Proposer's media commission rate.**

- a. Media commission is defined as the percentage of the total gross charges (inclusive of discounts) levied by media for advertising placed by the agency.

NOTE: LED considers that the Proposers media commission received on paid media placements completely compensates a Proposer for "A" Services listed under "Scope of Services for Component 1

**Component 2: External Communication**

**a. Proposer's hourly, blended charges for each of the following "B" Services:**

- a. Administrative Services (Includes non-supervisory services, such as clerical, client administrative, delivery/runs, etc.)
- b. External Communication Services (Includes non-supervisory services, such as PR planning, research writing, editing, pitching, event coordination, etc.)
- c. External Communication Supervision

*Hourly rates listed in response to the above may be decreased in any Contract entered into as a result of this RFP, including the original Contract and renewals, but shall not be increased.*

**Component 3: Interactive and Digital Communication Tools**

**a. Proposer's hourly, blended charges for each of the following "B" services**

- a. Administrative Services (Includes non-supervisory services, such as clerical, client administrative, delivery/runs, etc.)
- b. Interactive and Digital Communication Services (Includes non-supervisory services, such as copywriting, creative concept, design and layout, illustration, proofreading, front-end maintenance, back-end maintenance, e-mail deployment, etc.)
- c. Interactive and Digital Communication Supervision

*Hourly rates listed in response to the above may be decreased in any Contract entered into as a result of this RFP, including the original Contract and renewals, but cannot be increased.*

**b. Proposer's media commission rate.**

- a. \*Media commission is defined as the percentage of the total gross charges (inclusive of discounts) levied by media for advertising placed by the agency.

NOTE: LED considers that the Proposers media commission received on paid media placements completely compensates a Proposer for "A" Services listed under "Scope of Services for Component 3" including all account management and supervision services.

**c. Proposer's annual web hosting rate**

- a. Includes proposed annual cost for hosting OpportunityLouisiana.com

**6.0 EVALUATION AND SELECTION**

## **6.1 Evaluation Committee**

The evaluation of Proposals will be accomplished by an initial evaluation committee, and if necessary, a secondary review committee, to be designated by the State, which will determine the Proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

## **6.2 Administrative and Mandatory Screening**

All Proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

## **6.3 Clarification of Proposals**

The State reserves the right to seek clarification of any Proposal for the purpose of identifying and eliminating minor irregularities or informalities.

## **6.4 Oral Presentations/Discussions May be Required**

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

## **6.5 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the Proposal. The evaluation will be conducted according to the following selection procedure.

### **6.5.1 Selection Procedure:**

1. Proposals must be received by 4:30 PM, Friday, May 20, 2011 at the office of LED, Capitol Annex Building, 1051 North Third Street, Baton Rouge, LA 70802-5239, 2nd Floor, Room 229. No Proposals will be accepted after that time and date.
2. Grading, Preliminary Round: Proposals that pass the preliminary screening and mandatory requirements review will be evaluated, by component, based on information provided in the Proposal. The evaluation will be conducted according to the following:

<b>Factor</b>	<b>Maximum Points Possible</b>
a. Creativity of work (based on samples submitted)	30
b. Strategic approach and effectiveness (based on samples submitted)	25
c. Cost of services*	25
d. Technical Experience, Personnel and Production Resources	20
<b>Total Points</b>	<b>100</b>

*Note: Ten percent of the total evaluation points from the initial round of scoring, and if applicable, the final round of scoring, shall be added for Veteran-owned and Service-Connected Veteran-owned and Hudson Initiative Small Entrepreneurship Program compliance by the Proposer (as outlined in section 3.2)*

\*Weighted scores for cost of services will be determined in accordance with an LED determined formula, available to Proposers after Proposal due date.

3. Grading, Final Round (Optional): If LED opts to have oral presentations on one or more components for those Proposers reasonably susceptible of being awarded a Contract pursuant to this RFP, the secondary review committee will complete a NEW evaluation sheet for each Proposer for this Final Round. The evaluation criterion for the final round is identical to the evaluation criteria for the preliminary

round. However, the scores on the final evaluation sheets will include information gained from oral presentations/discussions, if any.

Each member of the review committee will be provided with the evaluation sheets from the preliminary round (which scores were based on the written Proposals alone and calculated by consensus or group scoring), to use as a reference. If, after the oral presentations/discussions with the Proposers participating in the final round, the committee members' score(s) is unchanged on all criteria, scores may be identical to those awarded in the preliminary round. The presentations will also be judged via consensus scoring.

The scores from the preliminary round and the final round are not averaged, added or combined in any way. The scores in the final round of grading will replace the scores in the first round of grading. The scores in the final round shall reflect both the written Proposal AND any additional information gained from the oral presentation, if any. The scores on the final grade sheets are the final scores.

Proposers will be ranked by component according to the scores received. The Proposer with the highest score for a component will be recommended for award. LED also reserves the right to award multiple contracts for each component and will make an award to Proposer with next highest score, if deemed in the best interest of the State. The Proposers with the highest ranking Proposals for each component will be notified of the outcome, as will the other Proposers. It is hoped that any Contract let via this RFP will be negotiated, executed and approved before the start of the new fiscal year (July 1, 2011).

## **6.5 Announcement of Contractor**

The State will notify the successful Proposer or Proposers and proceed to negotiate terms for final Contract. Unsuccessful Proposers will be notified in writing accordingly.

The Proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each Proposal considered along with overall scores of each Proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the Proposal within 14 days after the award has been announced by the agency.

The award of a Contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 Corporation Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **7.2 Billing and Payment**

Billing and payment terms shall be negotiated with the successful Proposer.

### **7.3 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the

Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of Louisiana Economic Development.

## ATTACHMENT A: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this Proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory Contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of Proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 days from the date of delivery of final Contract in which to complete Contract negotiations, if any, and execute the final Contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a Proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

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DATE

## ATTACHMENT B: COMPANY BACKGROUND INFORMATION SHEET

1. Name of Company \_\_\_\_\_ Year founded \_\_\_\_\_

2. Form of Business (e.g., corporation, LLC) \_\_\_\_\_

3. Parent Company or Affiliates \_\_\_\_\_

4. Location of Offices \_\_\_\_\_

5. Company In-house Services (check all that apply)

\_\_\_\_ Research/Strategic Planning

\_\_\_\_ Creative (design, layout, copy)

\_\_\_\_ Media Research and Buying

\_\_\_\_ Public Relations

\_\_\_\_ Video, Radio Production

\_\_\_\_ Accounting/Account Service and  
Management

\_\_\_\_ Production Management

\_\_\_\_ Web, Digital and Interactive  
Communication

Will you use third parties for any of the services provided under this Contract?

If yes, whom? \_\_\_\_\_

For what services? \_\_\_\_\_

Please provide three (3) client references, including client's name, type of business, address, contact person, contact person's title, telephone number, e-mail and type of service provided.

Has your company operated at a profit for at least three of the past five years? Explain your answer. If so, please provide financial documents for this time period as supporting material.

What would you consider to be your company's strongest area of expertise?

Please list any relevant awards, recognitions and professional memberships.

## **ATTACHMENT C: Current Technical Environment for OpportunityLouisiana.com**

### Website Hosting

#### **RackSpace**

Operating System: Windows 2003

Web Server: Internet Information Systems (IIS) 6

Database: SQL Server 2005

Framework: ASP.NET 2.0

Tier 3 Data Center facility requirements: multiple power and cooling pads, 99.982% uptime, annual IT down time is 1.6 hours, delivery path between server and internet of 1, redundant components: power, cooling and hardware redundancy

### Website Applications

Search Tool – Google Site Search

Sharing & Bookmarking – AddThis

Google Maps

YouTube Hosted Player

### Content Management System

1) Umbraco 4 Professional

2) Customized Administrative Tool for Website (i.e., Additional Resources, Staff Directory)

### E-mail Deployment System

Silverpop Engage

NOTE: Current portals associated with LED's website are housed on dedicated servers owned and maintained by LED.



## **ATTACHMENT D – SAMPLE CONTRACT**

### **CONSULTING SERVICES AGREEMENT**

between

**STATE OF LOUISIANA,  
DEPARTMENT OF ECONOMIC DEVELOPMENT**

and

**(Name of Contractor)** .

Be It Known, that this Agreement shall be effective as of the 1<sup>st</sup> day of **July, 2011**, by and between the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3<sup>rd</sup> Street, P. O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as the “**Department**”, “**LED**” or “**State**”), and **(Name of Contractor)**, (*Address, City, State, Zip*) (hereinafter sometimes referred to as “**Agent**” or as “**Contractor**”), have entered into this Consulting Services Agreement (sometimes herein called “agreement” or “contract”) under the following terms and conditions.

#### **I. Introduction**

In order to serve the public for the purposes hereinafter declared, the Louisiana Department of Economic Development and *(Name of Contractor)*, have entered into this Consulting Services Agreement. This contract shall be non-exclusive, and LED reserves the right to otherwise provide or contract for any of the described services through some other source.

The Louisiana Department of Economic Development, also known as Louisiana Economic Development (LED), is responsible for promoting Louisiana as a location for retaining, expanding and launching domestic and international business operations. The Marketing and Communication division oversees and manages all facets of the LED brand, while also building awareness of the state's economic development opportunities and achievements through targeted visual and written communications. LED's specific purpose for engaging in these communications and marketing activities is to generate legitimate inquiries from responsible sources and to create a favorable image of the state as a place in which to live, work and do business.

The State of Louisiana and the LED have embarked upon a strategic plan for Economic Development to serve as a guide to lead the State's transition into a new economy. In support of the goals of this plan, the Contractor proposes to undertake the programs and projects as described under Section II, “Scope of Services” below to provide necessary marketing and communication services. The State is seeking assistance in the delivery of its economic development message, including its investments in strategic planning and direction, graphic design and production, message development, visual identity and consistency, paid and earned media, web site development, marketing collateral, project management, consumer research and other promotional, marketing and advertising-related services; and the Contractor is willing to assist the State in these endeavors. All of this will help the state in seeking out opportunities for the creation of economic growth in Louisiana and will help in the creation of new companies

or the retention of existing businesses for our State, which in turn will help to create new jobs or to retain existing jobs for the citizens of Louisiana.

This project and this agreement each have a public purpose and they are in the public interest of the State of Louisiana and its citizens.

## **II. Scope of Services**

The **Goals** of this contract are for the Contractor to provide assistance to LED in developing and executing a strategic marketing and communication program for LED, to help LED achieve its objectives through the creation and execution of marketing initiatives and communication strategies to provide the State greater access to the most creative, innovative and effective methods. All of this will help the State in seeking out opportunities for the creation of economic growth in Louisiana and will help in the creation of new companies or the retention of existing businesses for our State, which in turn will help to create new jobs or to retain existing jobs for the citizens of Louisiana.

The **Objectives** of this contract are to create a working relationship with LED and a firm that will work with LED and establish vision and goals for the promotion of the State's economic development program; to provide support to the State in developing and executing a strategic marketing and communication program; and to provide a relationship whereby LED and the Contractor will work with and support each other in each of their endeavors to provide assistance to LED in the delivery of its economic development message; all in order to accomplish the Goals as mentioned in the above and foregoing paragraphs.

And in connection therewith, the Contractor agrees to work with but under the supervision of a member of the LED staff. Services shall be requested by LED on an as-needed basis through a Task Order. After receiving the Task Order for services, the Contractor shall then submit a Project Plan including a plan for execution of the task, proposed staffing, estimated costs (inclusive of Contractor costs and external costs) and other pertinent details. Services are not compensable unless first approved by LED. LED may issue standing Task Orders or approvals for repetitious or standard tasks. Contractor shall furnish the following services or Components, as follows:

***(Since the RFP provides for Services to be divided into Three Components, which allows the Proposer to submit a Proposal in response to a single Component or to submit several Proposals for several Components, in the event the Contractor is awarded the contract for Component One, the following section will be a part of the contract):***

### **Strategic Development / Brand Identity**

The Contractor, or Contractors, selected for Component 1 will be the lead agency for the creative development and implementation of a comprehensive, research-based marketing and communication plan strategically designed to create a favorable image of the State as a place in which to live, work and do business. The campaign shall integrate any approved initiatives that further the objectives as set forth herein.

The Contractor, or Contractors, selected for Component 1 may be required to perform some or all of the following duties:

#### **“A” Services (compensated by media commission\*)**

- a. Analyze the advertising and marketing needs of LED;
- b. Maintain all graphic standards and visual identity of LED;
- c. Develop an image and advertising plan;

- d. Research, develop and manage an in-state, national and international print paid media strategy, plan and schedule;
- e. Execute advertising placement plan and schedule; and
- f. Verify and pay media, production and vendor invoices on behalf of LED.

**“B” Services (compensated hourly)**

**Creative Services and Supervision**

- a. Develop concepts, themes, layouts, messaging and copy for print and broadcast ads;
- b. Prepare finished copy for advertisements, high-quality presentations, films, DVDs and videos as directed;
- c. Prepare mock-ups and finished layouts for the above items;
- d. Acquire professional photography and other materials required to execute above items;
- e. Design and conduct direct mail programs;
- f. Design and supervise production of trade show booths, presentations, DVDs, films, videos, radio spots and other electronic art and materials;
- g. Conduct other marketing and communication-related programs and project management services as requested to support a small internal staff;

**Production Services**

- a. Design, supervise production and assist with approval process for ready-to-print artwork for all marketing pieces;
- b. Coordinate and supervise all printing services (not to exceed 20% of the Contract total);

**Administrative Services**

- a. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials;
- b. Prepare invoices and billing for all marketing activities; and
- c. Supervise all services listed above.

*\*Media commission is defined as the percentage of the total gross charges (inclusive of discounts) levied by media for advertising placed by the agency.*

***(In the event the Contractor is awarded the contract for Component Two, the following section will be a part of the contract):***

**External Communication**

The Contractor, or Contractors, selected for Component 2 will be the lead agency for the development and execution of a strategic, in-State and national external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.

The Contractor, or Contractors, selected for Component 2 may be required to perform some or all of the following duties:

**“B” Services (compensated hourly)**

**External Communication Services and Supervision**

- a. Assist with execution of active and responsive strategic PR program for both in-State and national outreach;

- b. Plan and implement media tours / events / project announcements;
- c. Prepare finished copy for talking points, briefing documents, speeches, high-quality presentations and announcements;
- d. Develop, design and conduct special promotions;
- e. Coordinate and direct logistics of special events and conferences;
- f. Maintain media tracking services;
- g. Work with appropriate State staff on crisis/emergency management  
Conduct other external communication-related programs and project management services as requested to support a small internal staff.

#### **Administrative Services**

- a. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials;
- b. Prepare invoices and billing for all marketing activities; and
- c. Supervise all services listed above.

***(In the event the Contractor is awarded the contract for Component Three, the following section will be a part of the contract):***

#### **Interactive and Digital Communication Tools**

The Contractor, or Contractors, selected for Component 3 will be the lead agency for the enhancement, development, design, integration and support for LED's existing website (<http://www.OpportunityLouisiana.com>), including related portals, content management tools, future websites, web applications and databases, and targeted digital communication tools (e.g., mobile app, social media).

The Contractor, or Contractors, selected for Component 3 may be required to perform some or all of the following duties:

##### **“A” Services (compensated by media commission)**

- a. Research, develop and manage an in-state, national and international online paid media strategy, plan and schedule;
- b. Execute advertising placement plan and schedule; and
- c. Verify and pay media, production and vendor invoices on behalf of LED.

##### **“B” Services: (compensated hourly)**

##### **Interactive Services and Supervision**

- a. Analyze LED's website needs, including front-end and back-end support and integration, content management and future site upgrades and enhancements to LED website (includes mobile optimized site), portals, databases and web applications
- b. Implement turnover plan with current Contractor regarding web hosting service (Rackspace) and/or port entire website (and all ancillary websites) from current web hosting service to contractor's web hosting service, if contractor recommends new hosting service, which must be approved by LED; quality assurance testing, problem resolution if discovered and launch
- c. Prepare and execute website facelift plan based on research or analysis to assess target market response to evolving site technology, navigation and usability and propose corrective action
- d. Maintain and supervise Search Engine Optimization best practices and standards

- e. Maintain current, robust Content Management System or recommend equivalent system with similar capabilities to ensure site monitoring/updating, exporting data and CMS navigation is easy to perform by LED staff
- f. Execute and supervise maintenance and content management plan
- g. Prepare finished copy for website
- h. Prepare mock-ups and finished layouts for the above items
- i. Adhere to code and style standards:
  - a. Ensure code and style elements added to website are W3C compliant for cross browser compatibility with Internet Explorer v. 7-8, Firefox v. 3.5-4.0, Chrome v. 8-10, v. Opera 10-11 and Safari. Provide access to spiders that index and inform search engines like Google and Yahoo;
  - b. Coding to standards that include HTML version 4.01 Strict and XHTML 1.0 Strict or Transitional. Adhering to Cascading Style Sheet (CSS) standards that include CSS1, CSS2 and CSS3;
  - c. Ensure code and style compliance with mobile version of browsers, such as Android Mobile OS, Blackberry, Apple iPhone Safari Opera, Apple iPad and Microsoft CE or other current mobile versions
- j. Bring the website and all ancillary sites, including legacy code into compliance with provisions in Section 508 of the U.S. Rehabilitation Act covering electronic and information technology accessibility standards that address the needs of blind and optically challenged individuals
- k. Provide LED all web statistics, as requested, and archive all reports and statistics for future diachronic analysis and trend analysis
- l. Analyze current web hosting service to ensure Tier 3 compliance and/or recommend appropriate and cost effective professional Tier 3 web hosting options addressing: scalability, peak traffic, stability, uptime, facility reputation, years in business, number of clients, backup power and data circuits, fire suppression technology, physical security, on-line security, backup and recovery options, business continuity planning and time to recover from complete server
- m. Provide web hosting data center's Service Level Agreement (See Sample Contract, Attachment D, Section II)
- n. Develop a strategic plan for digital communication tools to expand LED's marketing reach to its target audiences
- o. Design and supervise production of integrated digital communication tools, such as mobile apps, tablet apps, social media, e-readers and e-mail marketing
- p. Recommend, implement and leverage social media tools to build an online community and communicate Louisiana's opportunity message
- q. Design, execute and supervise creation of mobile ("native") app
- r. Conduct other external communication-related programs and project management services as requested to support a small internal staff

#### **Administrative Services**

- s. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials;
- t. Prepare invoices and billing for all marketing activities; and
- u. Supervise all services listed above.

***(In the event the Contractor is awarded the contract for two or three of the Components, the sections relating to each of the awarded Components will be made a part of the contract.)***

#### **Technical Services and Requirements**

Any enhancement, development, design, integration and support, should include, but not be limited to, providing well-tested, production-ready and working digital communication tools and interactive environment, including LED's website, related portals, content management tools, applications and databases (See ATTACHMENT C for current technical environment specifics). The Contractor must also:

- a. Provide all business requirements documentation
- b. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software
- c. Maintain LED department and technical standards in all work performed for the State
- d. Provide training (in-person training if requested) to appropriate LED staff for maintenance and content management functions
- e. Produce written manual with directions for performing basic and regular maintenance items on website and digital communication tools
- f. Provide 24-hour support for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools, seven days a week during the Contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day if after normal business hours. NOTE: The website is currently housed on an off-site, secure server maintained by current Contractor for LED.

Support is to include, but is not limited to, all planning, proposed development, enhancement and deployment strategies, compiling lists of errors, and correcting known bugs and errors. Training is to include the transfer of skills and knowledge in both verbal (in person) and written form to LED staff.

All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request.

The Contractor will provide development, design, enhancement, integration and support for any changes to the above systems mandated by legislation and/or administrative regulation. In each of these areas, the Contractor will provide skills and knowledge transfer to LED staff as appropriate.

### **Service Level Agreement Criteria**

Louisiana Economic Development requires high standards of performance from a Tier 3 data center. OpportunityLouisiana.com (also known as [www.LouisianaEconomicDevelopment.com](http://www.LouisianaEconomicDevelopment.com)) must:

- a) Be available, staffed with technicians, and accessible 24 hours a day, 7 days a week, 365 days a year.
- b) Have fast servers, network components, and data circuits so 98% of web access requests are addressed within .25/sec (server/internal).
- c) Have single or multiple Tier 1 high speed, low latency data circuits with data circuit network redundancy ensured by additional OC-48, OC-12, OC-3, or T3 failover circuits.
- d) Consistently load up to 200 successful web connections per minute regardless of local data center load.

- e) Data center network and circuit speed measured through [www.broadband.gov](http://www.broadband.gov) must be consistently 5 mbps up/down or faster, regardless of local data center load.
- f) Run monthly reports that summarize weekly service metrics identified above.
- g) Scheduled backups shall be performed daily with any necessary assistance from data center technicians at mutually agreed upon time.
- h) Maintain physical, system, and operational security consistent with Tier 3 secure data centers.
- i) All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request.

### **Schedule of Service Credits**

- 1) Service credits for network, infrastructure, hardware service failure include a 5% credit of the monthly fee for each 30 minutes of downtime capped at 100% of monthly hosting fee.
- 2) Service credits for failure to meet load parameters of 200 new connections per minute that exceed two (2) instances per month or that exceed 1 hour in duration during any single event shall include a 5% credit of the monthly fee per instance capped at 100% of the monthly fee.
- 3) Penalty to State for exceeding load (>200 transactions per minute) once or multiple times over a day (24 hours) 5% increase per day.
- 4) Server response times that dip below the 98%/sec threshold for longer than 5 minutes per incident or occur more than 5 times per month shall be penalized by a 5% credit of the monthly fee per incident capped at 100% of the monthly fee.
- 5) Service credits for circuit speed reductions to below 5 mbps up/down related to routing, load balancing, or network management that exceed 5 minutes in duration or occur over 5 times a month, regardless of duration, shall be penalized by a 5% credit of the monthly fee per incident capped at 100% of the monthly fee.
- 6) Service credits waived for scheduled maintenance up to two (2) hours per month provided contractor and Louisiana Economic Development are notified no fewer than 3 days (72 hrs) prior to beginning of maintenance.
  - a. Up to 30 minutes of the two (2) hours may be anticipated emergency maintenance scheduled on short notice within 24 hours of the beginning of the maintenance period.
  - b. Up to 15 minutes of maintenance may be unanticipated emergency maintenance that may be required without prior notification of contractor and the Louisiana Economic Development.

NOTE: State reserves the right to negotiate with selected Contractor on these terms once Proposer is decided.

### **III. Deliverables**

The Contractor shall provide to LED: (1) the services contracted for under this agreement, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this contract, and all copy, artwork, layouts, designs, photographs, plates negatives, Proposals, computer disks, graphics, DVDs and other such materials etc., prepared, generated or obtained in connection with the services provided pursuant to this agreement; (2) Invoices requesting payments due hereunder, including a summary description or brief recap of the

Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this agreement during the previous period which are included in the Invoice.

Contractor shall also submit to LED copies of all contracts with outside consultants and service providers relative to this agreement, if any, upon the final execution thereof.

Additionally, the Contractor shall submit to LED written quarterly Progress Reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its Proposals to LED. Such quarterly reports shall be due to LED not later than **September 30, December 31, March 31, and June 30**, of each calendar year during the term or extended term of this agreement. The Final Report shall be the report that's due June 30 of the final year of this agreement.

Quarterly reports will summarize results of work performed to successfully deliver LED's message locally and globally according to the strategic communications and marketing plan devised at the beginning of the fiscal year. Metrics may include jobs and investments, legitimate inquiries from target audiences, number and value of positive media placements, added value opportunities and web traffic counts.

#### **IV. LED's Contract Monitor**

The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties, which are specifically provided for in this agreement.

#### **V. Performance Measures**

Performance Measures for this contract shall include the Contractor's timely and successful performance and completion of the services required and to be performed pursuant to and consistent with the provisions, goals and objectives of this agreement; including the timely production of the creative concepts, copy, layouts, advertising, brochures, graphics, DVDs, Proposals, newspaper advertising, television and radio spots; and including the timely completion of projects authorized by LED pursuant to this contract; as well as the Contractor's timely submission of quarterly Progress Reports.

#### **VI. Monitoring Plan**

During the term of this agreement, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LED Contract Monitor shall review with the Contractor its plans for its performance of the duties and services hereunder prior to the performance thereof; shall review and approve drafts and layouts of creative work, written materials, proofs of materials, etc., prior to implementation, printing, release and distribution; and shall continually review and analyze Contractor's performance of services pursuant to this agreement, the "Task Orders" and any other authorizations or approvals issued to the Contractor from time to time, as well as Contractor's written quarterly Progress Reports and Invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor. The Contract Monitor shall also:

- A. Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;
- B. Assure that items/payments requested in Invoices are in compliance with this agreement;



- C. Coordinate with LED's fiscal office for payments to Contractor, and/or obtaining of any further needed documentation; and
- D. Maintain telephone and/or e-mail contact with Contractor on contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor, and any assistance which may be needed to resolve the situation.

**VII. Budgeted Amount / Maximum Fee / Contract Cost**

The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LED of the project contemplated by this agreement shall not exceed the total sum of **(To Be Determined) & NO/100 (\$ \_\_\_\_\_ .00) DOLLARS**, which sum shall be inclusive of all fees, costs and any reimbursable expenses (including travel expenses, if any) to be paid by LED in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this contract shall not exceed the total amount stated above. This is the total sum that has been allocated for this project by the Department of Economic Development. Any payments/reimbursements, which may be due under this agreement, will be allowed only for charges/expenditures occurring between and including the dates of **July 1, 2011**, and **June 30, 2012**, unless the term of this contract is extended, as hereinafter provided.

**VIII. Payment Terms**

Contractor shall be compensated for its services, as follows:

**(To Be Determined)**

In consideration of the services to be provided as described above, and provided progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, payment of the sums stated above shall be made to the Contractor by LED, in periodic payments for that portion of the services that have been provided, after the receipt from the Contractor and approval by LED of the Contractor's periodic Invoices requesting payment, including a summary description or brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this agreement during the previous period, which are included in the Invoice; and the Contractor's submission of each such Invoice shall constitute a certification from the Contractor that all services required in connection with this contract for the time period reflected in the Invoice have been fully performed and completed justifying the requested payment. All Invoices must be itemized, and must contain a copy of the "Task Order" or other authorization or approval issued by LED which initiated and authorized the project. All original documentation supporting the Invoices shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated. Contractor shall determine the frequency that such Invoices are to be submitted to LED, but such frequency shall not exceed one (1) Invoice per calendar month.

Special travel expenses incurred by Contractor's personnel on behalf of LED, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel

expenses and their reimbursement are included in the approved budgeted amount or maximum fee, such travel expenses are approved by LED, and then only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Printing services must be procured in accordance with State printing procedures, LA. R.S. 43:1 et seq. Promotional items, equipment and supplies must be procured in accordance with State procurement procedures, LA. R.S. 39:1551 et seq. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED and attached to Contractor's periodic Invoices for reimbursement.

On materials produced by outside suppliers, LED agrees to pay the Contractor the cost of such materials as invoiced by the suppliers, plus any additional taxes incurred by the Contractor, and the Contractor may not add to or mark up any such costs by adding any additional 15% commission or fee thereto. Sub-contractors utilized by the Contractor on LED projects must be approved by either the Secretary of LED or the Deputy Secretary and the Undersecretary of LED or her designee in advance of the start of the project.

**IX. Contract Term / LED's Extension Option**

This contract shall begin as of **July 1, 2011**; this project and all of the Contractor's services hereunder shall be completed by **June 30, 2012**; and this contract shall terminate on **June 30, 2012**, unless amended and extended in writing and approved by all parties, including the Director of the State's Office of Contractual Review.

LED shall have the option to renew or extend this agreement for up to two (2) additional years; which option may be exercised by LED either by renewing or extending this agreement for a two (2) year term, or for one (1) year only, and then if LED elects to do so, it may again be extended for another year.

**X. Tax Liability**

Contractor hereby agrees that the responsibility for payment of any taxes from the funds thus received under this agreement shall be the Contractor's obligation, identified under Contractor's Federal Tax Identification Number: \_\_\_\_\_.

**XI. Termination for Convenience**

Either party may terminate this contract at any time by giving thirty (30) days written notice. The State may amend this contract due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice. Contractor shall be entitled to payment for deliverables already in progress, to the extent work has been performed satisfactorily.

**XII. Termination for Cause**

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this agreement, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**XIII. Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved under the provisions of LSA – R.S. 39:1524 through 1526.

**XIV. Ownership of Materials**

All records, reports, documents and other materials delivered or transmitted to Contractor by the State shall remain the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this contract. All records, reports, documents, or other materials related to this contract and/or obtained, prepared or produced by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be provided or returned by Contractor to the State, at the Contractor's expense, at the termination or expiration of this contract.

**XV. Assignment of Interest**

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the prior written consent of the State; provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State and shall hold harmless the State from any liability or responsibility in connection therewith.

**XVI. Audits and Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors, and/or the LED auditor shall have the option of auditing all records and accounts of the Contractor that relate to this contract, as well as all contracts with outside consultants and service providers relative to the performance of services under this agreement.

**XVII. Fiscal Funding (applies to multi-year contracts only)**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**XVIII. Discrimination Clause**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, not to discriminate against participants, and will render services under this contract without discrimination, and without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this agreement.

**XIX. Public Liability**

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

**XX. State Liability**

The State's liability under this agreement shall be limited to the dollar amount of the agreed compensation, budgeted amount or maximum fee shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

**XXI. Headings**

*The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purpose of this agreement, are solely for the ease of reference.*

**XXII. Agreement, Amendment Approval**

This agreement, and any amendment hereto, shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Director of the State's Office of Contractual Review.

**XXIII. Notice of Insufficiency**

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

**XXIV. Choice of Law; Conflicts of Interest; Code of Ethics**

This is a Louisiana contract and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction and venue of the 19<sup>th</sup> Judicial

District Court located in the Parish of East Baton Rouge, in the State of Louisiana, in the event of any legal proceedings in connection with this contract.

Contractor warrants that Contractor and Contractor's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work for and provide services to or for LED, and thereby subjects Contractor's firm and employees to the Laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor in the performance of services called for under this contract. The Contractor agrees to immediately notify the State if potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the term of this agreement.

**XXV. Entire Agreement; Order of Precedence**

This contract, together with the "Request for Proposal" ("RFP") and addenda issued thereto by LED, the Proposal submitted by the Contractor in response to LED's RFP, as well as any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this agreement.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP, the addenda, and the Contractor's Proposal) shall take precedence, followed by the provisions of the RFP and the addenda, and then by the terms of the Contractor's Proposal.

**IN WITNESS WHEREOF**, this Consulting Services Agreement has been signed by the undersigned duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at (City, State), on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**(Name of Contractor),**

Contractor

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

(Date)

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Signature

Title:

\_\_\_\_\_  
Printed Name

**IN WITNESS WHEREOF**, this Consulting Services Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**LOUISIANA DEPARTMENT  
OF ECONOMIC DEVELOPMENT**

\_\_\_\_\_  
Signature

By:

Printed Name

\_\_\_\_\_  
Signature (Date)

Printed Name: Kristy G. McKearn,

\_\_\_\_\_  
Signature

Title: UnderSecretary.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Printed Name:

**LED Contract Monitor**